

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (hereinafter the "Agreement") is made this 11th day of March, 2025, by and between ANDREI J. KUBLAN, ESQ. and BESRA LAWS, who agree as follows:

RECITALS

WHEREAS, on or about October 2, 2023, BESRA LAWS, composed, published, and circulated on Google a negative, malicious, defamatory, and libelous statements/review concerning ANDREI J. KUBLAN, ESQ. and his professional fitness to practice law (hereinafter collectively the "Libelous Statements").

WHEREAS, on November 14, 2024, ANDREI J. KUBLAN, ESQ. instituted a lawsuit against BESRA LAWS in the Circuit Court of Fairfax County, Virginia, Civil Action No. 2024-16045, in connection with the Libelous Statements (hereinafter the "Lawsuit").

WHEREAS the parties have reached an agreement to settle and dismiss the Lawsuit based on BESRA LAWS's promise to immediately remove her Libelous Statements and never again compose, publish, and circulate anywhere, including on any internet websites and/or social media platforms, including but not limited to Google, Facebook, and Yelp, any negative, malicious, defamatory, slanderous, and libelous statements concerning ANDREI J. KUBLAN, ESQ., his law firm, and/or his professional fitness to practice law.

NOW, THEREFORE, the parties intending to be legally bound, agree as follows:

1. Recitals. The Recitals form an intrical part of this Agreement and, therefore, are incorporated herein as if fully set forth.

2. BESRA LAWS and her assigns, agents, children, successors in interest, beneficiaries, and heirs shall immediately, but in no event later than two (2) days from the date of this Agreement, remove and delete the Libelous Statements and any other existing negative, malicious, defamatory, slanderous, and libelous statements concerning ANDREI J. KUBLAN, ESQ., his law firm, and/or his professional fitness to practice law from all websites and social media platforms in general and Google in particular.

3. BESRA LAWS and her assigns, agents, children, successors in interest, beneficiaries, and heirs shall not now or at any time in the future compose, publish, and circulate anywhere, including but not limited in print media, on any internet websites and/or social media platforms, including but not limited to Google, Facebook, and Yelp, any negative, malicious, defamatory, slanderous, and libelous statements concerning ANDREI J. KUBLAN, ESQ., his law firm, and/or his professional fitness to practice law.

4. For the promises and agreements contained herein and for other good and valuable consideration the adequacy of which is hereby acknowledged, ANDREI J. KUBLAN, ESQ. and his law firm, assigns, insurers, agents, successors in interest, attorneys, beneficiaries, and heirs hereby agrees to nonsuit (i.e., dismiss) the Lawsuit against BESRA LAW once she removes the Libelous Statements.

5. Advice of Counsel. Each of the parties hereto agrees, warrants, and represents, that he/she has carefully reviewed the contents of this Agreement and that in executing this Agreement, he/she does so with full knowledge of any rights which he/she may have that he/she has received independent legal advice from his/her attorney with respect to the matters set forth herein and that he/she freely and

voluntarily executed this Agreement without reliance upon any other agreement, promise, statement, or representation by or on behalf of the other party or its attorneys, except as set forth in this Agreement.

6. Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to the subject matter herein, is intended as a complete and exclusive statement of the terms of the Agreement among the parties and supersedes all prior agreements, representations, and understandings either written or oral.

7. Costs of Enforcement. Unless provided otherwise in this Agreement, the parties agree that any costs, including but not limited to counsel fees, court costs, investigation fees, and travel expenses, incurred by a party in the successful enforcement of any of the agreements, covenants, or provisions of this Agreement, whether through litigation or other action necessary to compel compliance herewith, shall be borne by the defaulting party.

8. Attorney's Fees. Each party will pay his or her own attorney's fees and costs incurred in connection with the Lawsuit. Without limiting the generality of the forgoing or anything else to the contrary contained in this Agreement, Besra Laws will not have to pay \$650.00 she was previously ordered by the Court to pay ANDREI J. KUBLAN, ESQ., provided she effectively removes the Libelous Statements as set forth above.

9. Choice of Law. This Agreement shall be governed by and interpreted by the laws in the Commonwealth of Virginia.


IN WITNESS WHEREOF, the Parties hereto have executed and entered into this Agreement on the date first above written.



ANDREI J. KUBLAN, ESQ.

03/11/2025

Date



BESRA LAWS

03/11/2025

Date

State of Virginia
County/City of Fairfax to wit:

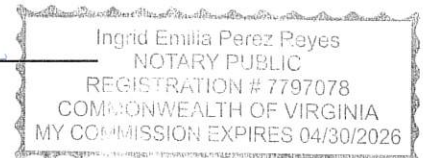
I, Ingrid Perez, a Notary Public in and for the State and county aforesaid, do hereby certify that ANDREI J. KUBLAN, ESQ., whose name is signed to the foregoing Settlement Agreement, appeared before me this day in person and acknowledged same in my presence.

GIVEN under my hand this 11th day of March, 2025.



NOTARY PUBLIC

My Commission Expires: 4.30.2024



State of Virginia
County/City of Fairfax, to wit:

I, Natalie Arispe, a Notary Public in and for the State and county aforesaid, do hereby certify that BESRA LAWS whose name is signed to the foregoing Settlement Agreement, appeared before me this day in person and acknowledged same in my presence.

GIVEN under my hand this 11th day of March, 2025.



NOTARY PUBLIC

My Commission Expires: 01.31.2027

